Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

561. But instead of requiring the plaintiff to aver the amount paid in attorney's fees, some cases hold that the defendant may show, in mitigation of damages, that the amount was less than the sum stipulated. *Kennedy* v. *Richardson*, 70 Ind. 524. In several jurisdictions the plaintiff can recover the full amount as liquidated damages. *North Atchison Bank* v. *Gay*, 114 Mo. 203; *Exchange Bank of Dallas* v. *Tuttle*, 5 N. M. 427.

CARRIERS — CONTROL AND REGULATION — RIGHT TO RECEIVE COMPENSATION IN BARTER. — The Attorney-General brought an action to enjoin the defendant railroad from performing a contract to furnish transportation in return for advertising. *Held*, that such an agreement is a violation of the act forbidding a carrier to collect "a greater or less conpensation from one person than another." *State* v. *Union Pacific Ry. Co.*, 126 N. W. 859 (Neb.).

It would seem to be a necessary interpretation of the statutes regulating commerce that money should be the only standard of compensation receivable by carriers. Otherwise it would be impossible to insure equal charges to all. See *United States* v. *Atchison, Topeka, & Santa Fé Ry. Co.*, 163 Fed. 111; *Union Pacific Ry. Co.* v. *Goodridge*, 149 U. S. 680. Rebates and other forms of discrimination would be readily practicable with such fluctuating standards of value.

CARRIERS — LIMITATION OF LIABILITY — EXEMPTION FROM LIABILITY FOR NEGLIGENCE. — The plaintiff, a porter in the employ of an express company, was injured by the backing of the defendant's train. The express company had agreed with the defendant that its employees should have no cause of action for injuries resulting from the defendant's negligence, and the plaintiff had ratified this agreement in his contract of service, and assumed all the risks of his employment. *Held*, that the plaintiff cannot recover. *Dodd* v. *Central R. Co. of New Jersey*, 76 Atl. 544 (N. J., Sup. Ct.).

The general rule, supported by the weight of authority, is that a common carrier cannot limit its liability for injuries resulting from negligence. *Railroad Co.* v. *Lockwood*, 17 Wall. (U. S.) 357. The principal case, however, follows many similar cases in holding that the railroad does not stand in the relation of common carrier to the express company, and consequently may contract with it on any terms. *Express Cases*, 117 U. S. 1; *Baltimore & Ohio Southwestern Ry. Co.* v. *Voigt*, 176 U. S. 498. Considerable doubt is entertained as to the correctness of these decisions, and some state courts are opposed. *McDuffee* v. *Portland & Rochester R. R.*, 52 N. H. 430. The principal case involves the further question of the validity of the plaintiff's contract with his employer, exempting the railway from liability. While the principle of freedom of contract is not to be lightly disregarded, many courts have held that a contract between master and servant relieving the former from liability for negligence is against public policy and void. *Johnston* v. *Fargo*, 184 N. Y. 379. The present case is a weaker one, since the contract purports to exempt not the employer but the railway; but the economic disadvantage under which the employee bargains for employment is as great in one case as in the other.

CARRIERS — LIMITATION OF LIABILITY — NECESSITY FOR SPECIAL CONSIDERATION. — In an action against a common carrier for injury to goods in transit, the defendant pleaded a limitation of liability in the bill of lading. It did not appear that the plaintiff had been given an opportunity to choose between rates based upon the difference in the liability to be assumed by the defendant. *Held*, that such a limitation is void. *Pittsburg, etc. Ry. Co.* v. *Mitchell*, 91 N. E. 735 (Ind.).

The United States Supreme Court has held, in effect, that with nothing further than the mere assent of the shipper a carrier may limit its common-law

liability as an insurer. *Cau* v. *Texas & Pacific Ry. Co.*, 194 U. S. 427. The state courts, however, have thus far shown praiseworthy persistence in refusing to follow this decision. They insist that such a limitation can arise only from special contract, supported by valuable consideration. Carriage at reasonable rates, with unlimited liability, is merely the public duty of every carrier. Doing what one is already legally bound to do cannot be consideration for the relinquishment of the right to hold the carrier as an insurer. A lower rate, or its equivalent, can be the only basis of any special contract. *Wehman* v. *Minn., St. Paul & S. St. Marie Ry.*, 58 Minn. 22. It must be accepted without anything resembling compulsion; that is, there must be open to the shipper a reasonable and *bonâ fide* alternative, between the common-law rate and liability, and the limited liability and rate. *Louisville & Nashville R. Co.* v. *Gilbert Parks & Co.*, 88 Tenn. 430. The Supreme Court doctrine seems logically indefensible.

CONFLICT OF LAWS — RIGHTS IN PROPERTY — PROPERTY ACQUIRED BY SPOUSES AFTER MARRIAGE. — A French citizen was married in France. As there was no ante-nuptial contract, the wife under the French law had a community interest in his property. He subsequently became domiciled in New York, where he acquired real and personal property, and died intestate. *Held*, that the whole property is subject to the transfer tax. *In re Majot's Estate*, 92 N. E. 420 (N. Y.).

This affirms the decision of the Appellate Division, commented on in 23 HARV. L. REV. 400.

CONSTITUTIONAL LAW — CONSTRUCTION, OPERATION, AND ENFORCEMENT OF CONSTITUTIONS — ELECTION OF UNITED STATES SENATORS. — A state statute provided for the nomination by direct primaries of candidates for the United States Senate. *Held*, that the statute is constitutional. *State ex rel. Van Alstine* v. *Frear*, 125 N. W. 961 (Wis.). See NOTES, p. 50.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — CRUEL AND UNUSUAL PUNISHMENT. — The minimum punishment provided by a Philippine law for the falsification of a public document was twelve years' confinement at hard labor with a chain at the ankle and wrist of the offender, deprivation for that period of marital and parental authority and of the rights of property, loss of the franchise and of the right to hold office, and perpetual subjection to surveillance. The Philippine Bill of Rights prohibited the infliction of cruel and unusual punishment. *Held*, that the law is repugnant to the Bill of Rights. *Weems* v. *United States*, 217 U. S. 349. See NOTES, p. 54.

CONSTITUTIONAL LAW — POWERS OF THE JUDICIARY — IMPEACHING ENROLLED ACT BY LEGISLATIVE JOURNALS. — The constitution of Delaware provided that "No bill . . . shall pass either house unless the final vote shall have been taken by yeas and nays, and the names of the members voting for and against the same shall be entered on the journal. . . ." There was in existence a duly enrolled bill signed by the presiding officer of each house and by the governor. *Held*, that unless the journals show the entries required by the constitution the act is void. *Rash* v. *Allen*, 76 Atl. 370 (Del.). See NOTES, p. 49.

CORPORATIONS — CORPORATE POWERS AND THEIR EXERCISE — PRACTICE OF LAW. — A statute of 1909 made it unlawful for any corporation to practice law. Certain exceptions in the statute made it necessary to determine whether, prior to 1909, it was lawful under any statute for a corporation to practice law. A former statute had authorized corporations to be formed "for any lawful